

NEW APPLICATION



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BEFORE THE ARIZONA CORPORATION COMMISSION

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WILLIAM A. MUNDELL
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JAMES M. IRVIN
Commissioner

MARK SPITZER
Commissioner

AZ CORP COMMISSION
DOCUMENT CONTROL

IN THE MATTER OF THE APPLICATION
OF QWEST CORPORATION FOR APPROVAL
OF PAGING CONNECTION AGREEMENT
WITH WEBLINK WIRELESS, INC.

DOCKET NO. T-01051A-00-0212

QWEST CORPORATION'S APPLICATION
FOR APPROVAL OF PAGING
CONNECTION AGREEMENT WITH
WEBLINK WIRELESS, INC.

QWEST CORPORATION ("Qwest") hereby submits to the Arizona Corporation Commission (the "Commission") this Application for approval of the Paging Connection Agreement ("Agreement") dated August 18, 2000 between Qwest and Weblink Wireless, Inc. ("Weblink"). This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Telecommunications Act of 1996 (the "Act") and the requirements of A.A.C. R14-2-1506. A copy of the Agreement between the parties is attached and incorporated as Exhibit A. In support of this Application, Qwest states as follows:

I.

Qwest is a Colorado corporation and incumbent local exchange carrier in Arizona.

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II.

On August 18, 2000, Qwest and Weblink entered into the Agreement to interconnect their networks. The Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), and the requirements of A.A.C. R14-2-1506. A copy of the Agreement is attached and incorporated as Exhibit A.

III.

The provisions of this Agreement have already been approved by the Commission. Qwest and AirTouch Paging ("AirTouch") previously filed an interconnection agreement with the Commission, which was approved on January 26, 2000, Decision No. 62256. A copy of the Paging Connection Agreement between Qwest and AirTouch is attached and incorporated as Exhibit B. Weblink has selected and agreed to the terms, conditions and provisions of the AirTouch agreement as permitted under the Act. The Agreement between Qwest and Weblink therefore, is essentially the same as the AirTouch agreement.

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IV.

Section 252(e)(2) of the Act directs that a state commission may reject an agreement reached through voluntary negotiations only if the commission finds that:

A. the agreement (or a portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

B. the implementation of such agreement or portion is not consistent with the public interest, convenience and necessity.

V.

A.A.C. R14-2-1506(C)(1)(b) requires that the request for approval of an interconnection agreement summarize the main provisions of the agreement, set forth the parties' positions as to why the agreement should be adopted, state why the agreement does not discriminate against non-party telecommunications carriers, is consistent with the public interest, convenience and necessity, and is consistent with applicable state law requirements.

VI.

A.A.C. R14-2-1506 (C)(1)(b) requires that the request for approval of an interconnection agreement summarize the main provisions of the agreement, set forth the parties' positions as to why the agreement should be adopted, state why the agreement

1 does not discriminate against non-party telecommunications
2 carriers, is consistent with the public interest, convenience, and
3 necessity, and is consistent with applicable state law
4 requirements.

5
6 VII.

7 Pursuant to these requirements, the main provisions of the
8 Agreement are summarized as follows:

9 Section 2. Scope of Agreement.

10 This Agreement covers both Type 1 and Type 2 Paging
11 Connection Service, which consists only of those one-way
12 facilities and services that are provisioned by Qwest for the sole
13 purpose of delivering one-way, land-to-pager traffic sent by
14 Qwest's End Users and Transit Traffic to Paging Provider's POC(s).
15 Type 1 and Type 2 Paging Connection Service enables Qwest's End
16 Users and other telecommunications carriers transiting Qwest's
17 network to page End Users of Paging Provider's network.

18
19 Section 4. Rate Elements For Delivery of Exempt Traffic.

20 Weblink will pay Qwest for the portion of the Qwest
21 facilities used to deliver Exempt Traffic as specified in Appendix
22 A hereto. Applicable rate elements are: Channel (Network Access
23 Channel - NAC); Channel Facility (for digital service) - DS1
24 level; Channel Facility (for digital service) - DS3 level;
25 Dedicated Transport; and Multiplexing performed at the Serving
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1 Wire Center, which enables a DS1 NAC to be connected to a DS0
2 Dedicated Transport System.

3 Section 5. Paging Connection Arrangements.

4 This Section deals with the Paging Connection Arrangements
5 that include: Equipment Interface, Cooperative Testing and
6 Forecasting. Section 5.3.1 states that either Party shall, at the
7 request of the other Party, participate in joint planning sessions
8 at quarterly intervals. Weblink shall complete a POC Forecast
9 Form - Paging Connection (POC Forecast Form(s)) attached as
10 Appendix B to the Agreement, for each POC and for each different
11 equipment interface within each POC. Section 5.3.2 states that
12 Qwest shall, upon execution of this Agreement, provide Weblink
13 with any data in its possession regarding the volume of traffic
14 over the Paging Connection Service facilities. Thereafter, Qwest
15 shall on a quarterly basis send Weblink any updated traffic data
16 in its possession. Section 5.3.3 stipulates that each Party shall
17 submit to the other Party a description of anticipated major
18 network projects that could affect the other Party; at a minimum,
19 the Party will provide at least ninety (90) days advance written
20 notice of the nature of the changes and when the change(s) will
21 occur. Section 5.5 provides that Weblink will designate a Routing
22 Point for each designated NXX code. Weblink shall designate one
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1 of its switch locations as the Routing Point for each NXX code
2 assigned to it.

3 Section 6. Local Transport and Termination Rates.

4 Qwest will pay Weblink for the transport and termination of
5 Compensable Traffic as set forth in Appendix A to the Agreement.
6 This Section goes on to establish the requirements for Weblink to
7 render a bill for Compensable Traffic.
8

9 Section 7. Service Impairment.

10 This Section lays out the characteristics and methods of
11 operation of any circuits, facilities or equipment of either Party
12 connected with the services, facilities or equipment of the other
13 Party.
14

15 Section 8. Collocation.

16 This Section states that should the Parties desire to
17 collocate transmission equipment, through either physical or
18 virtual collocation, the Parties will enter into a separate
19 collocation agreement.

20 Section 9. Access to Telephone Numbers.

21 Nothing in the Agreement shall be construed in any manner to
22 limit or otherwise adversely impact either Party's right to
23 request or to the assignment of any North American Numbering Plan
24 ("NANP") number resources including, but not limited to, central
25 office "NXX" codes pursuant to the Central Office Code Assignment
26

1 Guidelines (last published by the Industry Numbering Committee
2 ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-
3 0729-010). If changes occur in the manner in which number
4 resources are allocated, administered or handled by the network
5 such that Weblink can be and is assigned a partial NXX code in
6 lieu of a whole NXX code for Type 2 connection service, then all
7 references in the Agreement to an NXX code shall be deemed to
8 include such partial NXX code if technically feasible, to the
9 extent appropriate under Commission (or FCC) orders, rules, or
10 decisions.
11

12 Section 11. Terms of Agreement.

13 All terms and conditions of this Agreement, including Qwest's
14 obligation to pay terminating compensation specified in Section
15 III of Appendix A of the Agreement, shall be effective upon the
16 approval of this Agreement by the Commission (the "Approval
17 Date"). The "Initial Term" of this Agreement shall expire on
18 January 18, 2002. After the date specified in Section 11.2 of the
19 Agreement, this Agreement shall continue in force and effect until
20 terminated by either Party providing written notice of termination
21 to the other Party pursuant to the terms of this Agreement.
22

23 Section 12. Payment.

24 This Section of the Agreement lays out the amounts payable
25 under this Agreement and the timeline of the payment schedule.
26

1 The amounts payable are due and payable within thirty (30) days
2 after the date of invoice, unless disputed in good faith by either
3 Party. Billing and collection of usage charges by either Party
4 from its Ends Users shall have no bearing on the amount of
5 timeliness of either Party's payment obligation to the other
6 Party. Section 12.2 specifies that unless otherwise specified in
7 this Agreement, any amount due and not paid by the due date to
8 either Party shall be subject to the late payment factor of the
9 Qwest Intrastate Access Service Tariffs, General Regulations for
10 the state in which the Paging Connection Service or other service
11 provided pursuant to this Agreement is rendered.
12

13 Section 13. Miscellaneous Terms.
14

15 Section 13.2 discusses that each party is responsible for all
16 taxes. Section 13.6 discusses Intellectual Property, and states
17 that Weblink and Qwest shall not, without the express written
18 permission of the other, state or imply that: 1) they are
19 connected, or in any way affiliated, with each other or the
20 other's affiliates; 2) they are part of a joint business
21 association or any similar arrangement with each other or the
22 other's affiliates; 3) they or their affiliates are in any way
23 sponsoring, endorsing or certifying each other or their goods and
24 services; or 4) with respect to the other's advertising or
25 promotional activities or materials, that they are in any way
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1 associated with or originated from the other or any of the other's
2 affiliates. Dispute Resolution is discussed in Section 13.14.
3 Compliance is discussed in Section 13.27 and states that each
4 Party shall comply with all applicable federal, state and local
5 laws, rules and regulations.

6
7 VIII.

8 In accordance with the Section 252(e) of the Act and A.A.C.
9 R14-2-1506(C)(1)(b), Qwest submits that the Agreement provides no
10 basis for a finding of discrimination or contravention of the
11 public interest.

12 First, the Agreement does not discriminate against any other
13 telecommunications carrier. Qwest is offering the same terms
14 contained in the Agreement to all other interested carriers.

15 Second, the Agreement is consistent with the public interest
16 as identified in the pro-competitive policies of the Commission,
17 the State of Arizona, the FCC, and the U.S. Congress. The
18 Agreement will enable Weblink to enter into the local exchange
19 market and provide customers with increased choices among local
20 exchange services. Expeditionary approval of the Agreement will
21 facilitate immediate competition in Qwest's local exchange service
22 areas in Arizona.

23
24 Qwest submits that the Commission must approve the Agreement
25 because it does not discriminate against any other
26

1 telecommunications carrier and it is consistent with the public
2 interest, convenience and necessity.

3 IX.

4 The terms of the Agreement are consistent with applicable
5 state law and the rules and regulations of the Commission.
6

7 X.

8 Because the Agreement was reached through voluntary
9 negotiations, Qwest requests that the Commission issue its order
10 summarily and without hearing at the earliest possible date.

11 All communications regarding this Application should be
12 addressed to the following representatives:

13 Weblink Wireless, Inc.
14 Attention: Michael Lambring
15 3333 Lee Parkway, Suite 1200
16 Dallas, Texas 75219

17 And

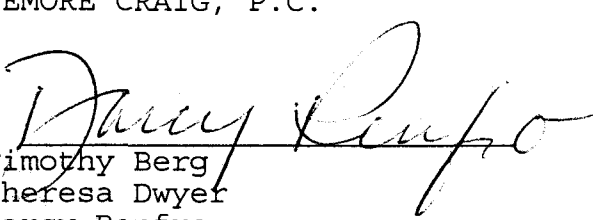
18 Timothy Berg
19 Fennemore Craig, P.C.
20 Attorney for Qwest Corporation
21 3003 N. Central Avenue, Ste. 2600
22 Phoenix, AZ 85012

23 For the foregoing reasons, Qwest respectfully requests that
24 the Commission expeditiously process this matter without a hearing
25 and issue an Order granting the Application in its entirety.
26

1 DATED this 7th day of March, 2001.

2 FENNEMORE CRAIG, P.C.

3
4 By


Timothy Berg
Theresa Dwyer
Darcy Renfro
3003 N. Central Ave, Suite 2600
Phoenix, Arizona 85012
(602) 916-5345
Attorneys for Qwest Corporation

5
6 ORIGINAL and 10 copies of the
7 foregoing hand-delivered for
8 filing this 7 day of March,
9 2001, to:

10 Docket Control
11 ARIZONA CORPORATION COMMISSION
12 1200 West Washington
13 Phoenix, Arizona 85007

14 COPY of the foregoing hand-delivered
15 this 7 day of March, 2001, to:

16 Christopher Kempley
17 Chief Counsel, Legal Division
18 ARIZONA CORPORATION COMMISSION
19 1200 West Washington
20 Phoenix, Arizona 85007

21 Deborah Scott
22 Director, Utilities Division
23 ARIZONA CORPORATION COMMISSION
24 1200 West Washington
25 Phoenix, Arizona 85007

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1 COPY of the foregoing faxed/mailed
2 this 8 day of March, 2001, to:

3 Weblink Wireless, Inc.

4 Attention: Michael Lambring

5 3333 Lee Parkway, Suite 1200

6 Dallas, Texas 75219

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PHX/DRENFRO/1141023.1/67817.179

EXHIBIT A

August 14, 2000

Weblink Wireless
3333 Lee Parkway
Suite 1200
Dallas, TX 75219



Dear Mr. Lambring:

We have received your request that, under Section 252(j) of the Telecommunications Act of 1996, WebLink Wireless Inc. ("CLEC") wishes to "Pick and Choose" in its entirety, the terms of the Interconnection Agreement and any associated amendments, if applicable, ("Agreement") between Air Touch Paging and Qwest Corporation fka U S WEST Communications, Inc. ("Qwest") that was approved by the Commission as an effective agreement in the State of Arizona. We understand you have a copy of the Agreement.

With respect to the aforementioned Agreement, Qwest and CLEC ("the Parties") understand and agree:

1. The Parties shall request the Commission to expedite its review and approval of this Agreement. This Agreement shall become effective upon such approval.
2. Notwithstanding the mutual commitments set forth herein, the Parties are entering into this Agreement without prejudice to any positions they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in this Agreement. During the proceeding in which the Commission is to review and approve the Agreement, Qwest may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.
3. This Agreement contains provisions based upon the decisions and orders of the FCC and the Commission under and with respect to the Act. Currently, court and regulatory proceedings affecting the subject matter of this Agreement are in various stages, including the proceedings where certain of the rules and regulations of the FCC are being challenged. In addition, there is uncertainty in the aftermath of the Supreme Court's decision in AT&T Corp. et al. v. Iowa Utilities Board. Based on that uncertainty, and the regulatory and judicial proceedings which will occur as a result of that decision, the Parties acknowledge that this Agreement may need to be changed to reflect any changes in law. The Agreement has not been corrected to reflect the requirements, claims or outcomes of any of the proceedings. Accordingly, when a final, decision or decisions are made in the proceedings that automatically change and modify the Underlying Agreement, then like changes and modifications will similarly be made to this Agreement. In addition, to the extent rules or laws are based on regulatory or judicial proceedings as a result of the recent Supreme Court decision, this Agreement will be amended to incorporate such changes. In the event of a Commission ruling in a generic cost docket that results in changes to the rates contained in this Agreement, the Agreement shall be automatically modified to reflect such change in rates.
4. Subsequent to the execution of this Agreement, the FCC or the Commission may issue decisions or orders that change or modify the rules and regulations governing implementing of the Act. If such changes or modifications alter the state of the law upon which the Underlying Agreement was negotiated and agreed, and it reasonably appears that the parties to the Underlying Agreement would have negotiated and agreed to different term(s) condition(s) or covenant(s) than as contained in the Underlying Agreement

had such change or modification been in existence before execution of the Underlying Agreement, then this Agreement shall be amended to reflect such different terms(s), condition(s), or covenant(s). Where the Parties fail to agree upon such an amendment, it shall be resolved in accordance with the Dispute Resolution provision of the Underlying Agreement which is being adopted pursuant to Section 252(i).

5. This Agreement shall continue in force and effect through the term of the Underlying Agreement. Thereafter, this Agreement can be terminated by either Party on thirty (30) days written notice, if another Interconnection Agreement will not replace the current Agreement. If there is a replacement Interconnection Agreement, one Party can notify the other Party that it is requesting Section 251/252 negotiations under the Federal Telecommunications Act of 1996 ("Act"). That notification will trigger the timeframes and procedures contained in Section 252 of the Act, or pursuant to the timeframes set forth by the appropriate state commission. In the event of such notice, the arrangements between our companies shall continue and be governed by the terms of the expired agreement until the new agreement is approved by the appropriate state commission.

6. CLEC adopts the terms and conditions of the Air Touch Paging Agreement for interconnection with Qwest and in applying the terms and conditions, agrees that WebLink Wireless, Inc. be substituted in place of "Air Touch Paging" throughout the Agreement wherever the latter appears.

7. Qwest requests that notice to Qwest Corporation as may be required under the Agreement shall be provided as follows:

To: Qwest Corporation
Director Interconnection Compliance
1801 California Street, Room 2410
Denver, CO 80202

With copy to:
Qwest Corporation Law Department
Attention: General Counsel, Interconnection
1801 California Street, 51st Floor
Denver, CO 80202

CLEC requests that notice to CLEC as may be required under the Agreement shall be provided as follows:

To: **WebLink**
WebLink Wireless, Inc.
Attention: Michael Lambring
3333 Lee Parkway, Suite 1200
Dallas, Texas 75219
Phone: 214-715-4000

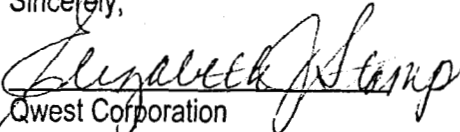
With a copy to:
David M. Wilson
Wilson & Bloomfield LLP
1001 Harrison Street, Suite 1630
Oakland, CA 94612
Phone: 510-625-8250

8. CLEC represents and warrants that it is a certified provider of local dialtone service in the State of Arizona, and that this Agreement will cover services in that state only.

Please sign all three original copies of this letter, retain one copy, and overnight two copies to Debi Hartl at 7800 East Orchard Road, Suite 250, Englewood, CO 80111 by October 13, 2000. After October 13, 2000, Qwest may rescind its willingness to consider the Agreement's terms and conditions, and will consider that you have withdrawn from good faith negotiations.

Please note that Qwest will file this letter with the appropriate state commission for approval; however, some state commissions will not approve the letter until the CLEC is certified by the state commission. You may want to contact the appropriate state commission to determine the requisite filing guidelines.

Sincerely,

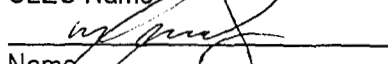


Qwest Corporation
Elizabeth J. Stamp
Director - Interconnect
1801 California, Room 2410
Denver, CO 80202

I agree to all terms and conditions contained in this letter as indicated by my signature below:

WebLink Wireless, Inc.

CLEC Name



Name

Senior Mgr. - Contracts

Title

08/13/00

Date

EXHIBIT B

**PAGING CONNECTION
AGREEMENT**

BETWEEN

U S WEST COMMUNICATIONS, INC.

AND

AIRTOUCH PAGING

Arizona

CDS-991008-0325

PAGING INTERCONNECTION AGREEMENT

This Paging Interconnection Agreement ("Agreement"), is between AirTouch Paging ("AirTouch" or "Paging Provider"), a Nevada corporation, and U S WEST Communications, Inc. ("U S WEST"), a Colorado corporation.

WHEREAS, U S WEST and Paging Provider each are facility-based providers of telecommunications services;

WHEREAS, Paging Provider is a Commercial Mobile Radio Service provider under the Communications Act of 1934, as amended (the "Act") licensed by the Federal Communications Commission ("FCC");

WHEREAS, U S WEST is an incumbent local exchange carrier ("ILEC");

WHEREAS, the Parties desire to interconnect their respective systems in a technically and economically efficient manner;

WHEREAS, the Parties desire to interconnect their respective systems on terms that are fair and equitable to both Parties; and

NOW THEREFORE each Party, intending to be legally bound, hereby covenants and agrees as follows:

1. RESERVATIONS OF RIGHTS; CHANGES IN THE LAW

- 1.1. The Parties by entering into this Agreement reserve all rights and positions that they have taken, are taking, or will take in the future before, including but not limited to, any court or federal or state agency with respect to: (a) whether CMRS carriers are entitled to terminating compensation for one-way paging traffic and the appropriate rate for any such compensation, (b) whether CMRS carriers are entitled to terminating compensation for one-way paging traffic at the same rate and on the same terms and conditions as other telecommunications traffic, (c) whether an ILEC is obligated to bear the costs of interconnection facilities to the extent they are used to deliver the ILEC's traffic to a CMRS carrier for Local Termination, and (d) the entitlement of a CMRS carrier to interconnection at prices comparable to the unbundled network element ("UNE") prices for equivalent services or facilities; and (e) any other position either Party may have relating to, arising out of, or in connection with (i) the Act and the FCC rules and Orders implementing or relating thereto; or (ii) any state law relating to telecommunications.
- 1.2. The Parties have agreed to certain provisions in this Agreement, based on their respective understanding of the current state of the law, rules,

regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). To the extent that the Existing Rules are amended or modified in a manner material to this Agreement and such changes have become a Final Order (the "New Rules"), then the Parties shall negotiate in good faith in an effort to amend the Agreement to bring this Agreement into compliance on a prospective basis with the New Rules. If the Parties are unable to agree upon such an amendment, the matter shall be resolved in accordance with the Dispute Resolution provisions of this Agreement.

- 1.3 This Agreement does not establish billing rates governing SS7 service if Paging Provider elects at a future point in time to implement SS7 signaling technology in any portion of its network. The issue as to the rates at which SS7 services shall be made available to Paging Provider has been left unresolved at this time by the Parties and this Agreement is not intended and shall not be construed as a waiver by either party of their respective positions with regard to this pricing issue.

2. SCOPE OF AGREEMENT

- 2.1. This Agreement covers both Type 1 and Type 2 Paging Connection Service, which consists only of those one-way facilities and services that are provisioned by U S WEST for the sole purpose of delivering one-way, land-to-pager traffic sent by U S WEST's End Users and Transit Traffic to Paging Provider's POC(s). Type 1 and Type 2 Paging Connection Service enables U S WEST's End Users and other telecommunications carriers transiting U S WEST's network to page End Users of Paging Provider's network. This Agreement includes and incorporates by reference all accompanying appendices and attachments.

- 2.1.1. When local routing number local number portability (LRN/LNP) is implemented at a U S WEST end office where Paging Provider has been assigned Type 1 numbers, the Parties shall negotiate in good faith to determine whether it is technically feasible and economically efficient for both parties (taking into consideration the cost savings, if any, and cost increases, if any, associated with the porting of numbers) to have any or all such numbers ported from the end office where the numbers reside to the Paging Provider Switch via a Type 2 tandem level interconnection while retaining the rating of such numbers at the end office. If those conditions are met, the Parties shall cooperate in good faith to revise their interconnection arrangement in this manner.

- 2.2. Facilities for Delivery of Transit Traffic

2.2.1 U S WEST will deliver Transit Traffic to Paging Provider's POC over the same facilities and trunks used to deliver U S WEST's End User originated calls.

2.3 [Left blank for numbering consistency.]

2.4. This Agreement recognizes the unique status of traffic delivered to enhanced service providers. For purposes of this Agreement, Enhanced Services traffic, such as voice-mail, that is not incidental to Paging Provider's primary business, is not Compensable Traffic. Additionally, traffic originated by one Party, and delivered to the other Party, which in turn delivers the traffic to an Internet Service Provider (a) shall be deemed interstate in nature, (b) shall not qualify as Compensable Traffic under this Agreement, and (c) U S WEST shall not be obligated to deliver such traffic to Paging Provider under this Agreement.

2.5. This Agreement does not cover delivery of traffic from Paging Provider's network to U S WEST's network. Should Paging Provider desire to deliver traffic to U S WEST from Paging Provider's End Users, the Parties shall negotiate in good faith such appropriate additional or different interconnection arrangements for such traffic.

2.6. Delivery of Paging Traffic

2.6.1. Paging Connection Service delivers paging traffic to the Paging Provider's POC(s) as identified in Appendix B.

2.6.2 Pursuant to joint planning as specified in the Forecasting section of this Agreement, U S WEST shall determine all aspects and elements of the Paging Connection Service facilities that it provides itself, including, but not limited to, design, location, quantities, distance, etc. U S WEST shall base this determination on technical and economic efficiency considerations, e.g., network requirements. Subject to the provisions of this Section, U S WEST shall monitor its usage on Paging Connection Service and will reconfigure trunk groups as it deems necessary. U S WEST reserves the right to review, revise or modify its Paging Connection Service at any time for any lawful business reason. All circuits and equipment provided by U S WEST will always be wholly owned and operated by U S WEST. U S WEST shall provide interconnection and interconnection facilities for Paging Connection Service that are equal in quality to what U S WEST provides itself, its affiliates, or other carriers. Paging Connection Service facilities shall be engineered to be consistent with the Eighth Circuit court decision, BellCore Special Report SR-TAP-000191 and any applicable requirements in the state of Arizona.

- 2.6.3. Paging Provider's and U S WEST's equipment and systems will be compatible, and will be consistent with normally accepted industry standards as defined in Bellcore Technical Reference GR-145-CORE entitled "Compatibility Information For Interconnection of a Wireless Services Provider and a Local Exchange Carrier Network".
 - 2.6.3.1. Paging Provider will provide a voice intercept announcement or distinctive signals to the calling party when a call is directed to a number that is not assigned.
 - 2.6.3.2. When U S WEST is not able to complete calls because of a malfunction, U S WEST will provide proper voice announcement or distinctive signals to the calling party advising that the call cannot be completed.
 - 2.6.3.3. Paging Provider and U S WEST will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard industry practices.
 - 2.6.3.4. Paging Provider shall provide a sufficient quantity of equipment ports to accommodate the number of trunks provided by U S WEST.
- 2.6.4. Type 1 and Type 2 Paging Connection Service will be established in accordance with the specifications set forth in Bellcore GR-145-CORE and in accordance with the following:
 - 2.6.4.1. The Parties at present are interconnected at numerous points and in various manners throughout the U S WEST serving area. The present network design and resulting interconnection arrangements are technically feasible and efficient. Paging Provider may designate new or additional POCs where it wants to receive traffic from U S WEST. The Parties must cooperate and work together to maintain efficient interconnection during the term of the Agreement. Any related dispute shall be resolved according to the Dispute Resolution procedures set forth in Section 13.14 of this Agreement.
 - 2.6.4.2. The provisions of this Section apply to all existing and future Paging Connection Service arrangements.
 - 2.6.4.3. Type 1 Paging Connection Service

2.6.4.3.1. Subject to Section 2.6.4.3.2., Paging Provider may designate new or additional POCs anywhere within the LATA.

2.6.4.3.2 Billing Demarcation Point:

2.6.4.3.2.1 The Billing Demarcation Point between U S WEST's and Paging Provider's networks shall be located within the LATA at either (i) 37.5 airline miles from the U S WEST Serving Wire Center of the Paging Provider's Point of Connection where the facility is connected when such Serving Wire Center is located within the LATA and more than 37.5 airline miles from the U S WEST End Office that houses the DID numbers, or (ii) at the U S WEST Serving Wire Center of Paging Provider's Point of Connection when such Serving Wire Center is located within the LATA and less than 37.5 airline miles from the U S WEST End Office that houses the DID numbers. Paging Provider is only responsible for recurring charges for Exempt Traffic between the Billing Demarcation Point and Paging Provider's Point of Connection. Such charges will be assessed pursuant to Appendix A, Section II.

2.6.4.3.2.2 When the Billing Demarcation Point is established at the 37.5 mile mark as described in 2.6.4.3.2.1(i) above, the Paging Provider shall pay only the recurring mileage based rates for the portion of the facility from the Billing Demarcation Point to the U S WEST End Office that houses the DID numbers. Paging Provider shall not pay any portion of port charges, or other costs associated with such facilities. Such mileage charges will be assessed pursuant

to Appendix A, Section II.

- 2.6.4.3.3 If Paging Provider has any full NXX codes deployed using a Type 1 connection, Paging Provider will take reasonable steps to convert these to a Type 2 connection within a reasonable period of time after the Approval Date hereof.

2.6.4.4 Type 2 Paging Connection Service

- 2.6.4.4.1 Within a LATA, Paging Provider may designate multiple POCs at which it wishes to receive paging traffic from U S WEST. Each such POC shall receive traffic from the U S WEST Local and Toll Tandem serving the geographic area in which the POC is located. Type 2 Paging Connection Service shall never extend beyond the boundaries of the geographic area of U S WEST's Local Tandem serving Paging Provider's POC. U S WEST shall not be responsible for providing, maintaining or paying for facilities used to connect Paging Provider POC(s) to Paging Provider's equipment or network.

- 2.6.4.5 The location of the POC will determine the method of interconnection. The following arrangements for interconnection are available: (1) Network Access Channel; (2) Mid-Span Meet facilities; (3) Hub Location.

2.6.4.5.1 Network Access Channel

A NAC facility extends from the Serving Wire Center of U S WEST to the Paging Provider's paging terminal location. NAC facilities may not extend beyond the area served by U S WEST's Serving Wire Center. A NAC must always be provisioned with Type 1 or Type 2 Service for connection, identification, and billing purposes. (The Paging Provider is only responsible for recurring and non-recurring charges for Exempt Traffic between the U S WEST Serving Wire Center of the Paging Provider's Point of Connection and the

location of Paging Provider's Point of Connection).

The digital option for NAC is available only where technically feasible or where Paging Provider agrees to pay Construction Charges to build necessary facilities.

2.6.4.5.2 Mid-Span Meet (POC)

A Mid-Span Meet POC is a negotiated point of connection, limited to the joining of facilities between U S WEST's switch and the Paging Provider's paging terminal. Mid-Span Meet POC may be accomplished by the Parties through the negotiation of a separate Agreement. The actual physical point of connection and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POC.

2.6.4.5.3 Hub Location

When Paging Provider locates its Paging Terminal outside the EAS/Local Calling Area, but within the LATA, the Hub Location POC is available to establish Paging Provider's POC within the EAS/Local Calling Area under the following provisions. The Hub Location POC, limited to use with Type 2 Local Tandem or Type 1 end office interconnection, may be established at a U S WEST central office at which multiplexing is performed. The physical arrangement of a POC at a Hub Location consists of: a DS1 or DS3 Private Line Transport Service (PLTS) facility from Paging Provider's POC (in another EAS/Local Calling Area within the LATA) to the U S WEST Hub Location, leased from U S WEST, and a Private Line Transport Service multiplexer at the Hub Location, leased from U S WEST. Where a multiplexer is not required, a digital cross connect bay at the Hub Location can be designated as the POC.

U S WEST will not be required to pass EAS/Local traffic of the Hub Location calling area to Paging Provider at any other location other than the leased DS3 multiplexer.

- 2.6.5. Any proposed post-installation changes of systems, operations or services, other than the Paging Connection Services, which would materially affect the other Party's system, operation or services must be coordinated with the other Party by giving as much advance notice as is reasonable, and in no event in less than ninety (90) days, of the nature of the changes and when they will occur. For Paging Connection Service, changes may be made only in accordance with the provisions of this Agreement.
- 2.6.6. If the authorized service areas of U S WEST or Paging Provider change, the Parties agree to negotiate any necessary modifications to this Agreement in good faith.
- 2.6.7. If U S WEST proposes any change to the listed rate in any Tariff to which Paging Provider is subject under this Agreement, U S WEST shall give Paging Provider such notice as is required by statute, Commission rule or Tariff, or if no notice is required, thirty (30) days' advance notice. Nothing in this Section is intended to limit any right of Paging Provider to challenge any change of such rates.

3. DEFINITIONS

- 3.1. "Act" means the Communications Act of 1934 (47 U.S.C.151 *et seq.*), as amended inter alia by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the courts, FCC, or competent state regulatory bodies.
- 3.2. "Billing Demarcation Point" ("BDP") shall be the specified point on an interconnection facility where financial responsibility for the facility shifts from one party to this Agreement to the other party to this Agreement as contemplated by Section 2.6.4. There need be no physical demarcation of the Billing Demarcation Point.
- 3.3. "Commercial Mobile Radio Service" ("CMRS") is a mobile service that is:(a)(1) provided for profit; (2) an interconnected service; and (3) available to the public, or to such classes of eligible users as to be effectively available to a substantial portion of the public; or (b) the functional equivalent of such a mobile service described in Section 3.3(a) above.

- 3.4. "Commission" means the Arizona Corporation Commission and any successor state agency that performs the same or substantially the same regulatory functions.
- 3.5. "Compensable Traffic" means the portion of all traffic delivered by U S WEST to Paging Provider upon which terminating compensation is to be paid, if any, as set forth on Appendix A.
- 3.6. "EAS/Local Calling Area" means the geographic area defined by the EAS boundaries as determined by the Commission and defined in U S WEST's Local and/or General Exchange Service Tariff within which LEC customers may complete a landline call without incurring toll charges. Traffic originated and terminated within the same EAS boundary is considered to be EAS/Local and is to be considered local for purposes of this Agreement.
- 3.7. "End User(s)" means a third-party (residence or business) that subscribes to Telecommunications Services provided by either of the Parties.
- 3.8. "Enhanced Services" are services offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different or restructured information; or involve subscriber interaction with stored information.
- 3.9. "Exempt Traffic" means the portion of all traffic delivered by U S WEST to Paging Provider which is not Compensable Traffic, as set forth on Appendix A. The Parties agree for purposes of this Agreement that Exempt Traffic includes inter-MTA traffic, Transit Traffic and traffic originated by U S WEST customers which is routed to a Paging Provider POC located in a different LATA than where the call originates.
- 3.10. "FCC" means the Federal Communications Commission and any successor federal agency that performs the same or substantially the same regulatory functions.
- 3.11. "Final Order" means an Order or Orders entered by the Commission or the FCC with respect to which (a) the time period for seeking reconsideration or review, or filing a judicial appeal, shall have elapsed without the filing of any petition for reconsideration, application for review, or appeal by any party or third party and, if the Order or Orders were granted by the Commission or FCC staff on delegated authority, the time period for review by the full Commission or FCC on its own motion shall have expired without such review having been undertaken with respect to such Orders, or any aspect or portion thereof, or (b) a petition for reconsideration, application for review, or appeal has been filed or the full Commission or FCC has undertaken review on its own motion, but the

Order or Orders shall have been reaffirmed or upheld or the challenge thereto shall have been withdrawn or dismissed and the applicable period for seeking further administrative or judicial review with respect to such action shall have expired without the filing of any action, petition or request for further review.

- 3.12. "InterLATA service" is telecommunications between a point located in a LATA and a point located outside such LATA.
- 3.13. "IntraLATA service" is telecommunications between two points located within a single LATA.
- 3.14. "Local Access and Transport Area" ("LATA") means a contiguous geographic area: a) established before the date of enactment of the Telecommunications Act of 1996 by a Bell Operating Company such that no exchange area includes points within more than 1 metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell Operating Company after such date of enactment and approved by the FCC.
- 3.15. "Local Tandem" is a U S WEST switching system that switches calls to and from end offices within the Commission-defined Wireline local calling area for call completion.
- 3.16. [Left blank for numbering consistency.]
- 3.17. "MTA" or "Major Trading Area" is a geographic area established in Rand McNally's Commercial Atlas and Marketing Guide, as modified and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.
- 3.18. "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number, and designates a Central Office Code.
- 3.19. "Order" means any order, writ, injunction, decree, stipulation, decision, or award entered or rendered by the Commission or the FCC.
- 3.20. "Party" means either U S WEST or Paging Provider and "Parties" means U S WEST and Paging Provider.
- 3.21. "Point of Connection" or "POC" is the physical connection point(s) between Paging Provider and U S WEST; the technical interface(s), test point(s) and point(s) for operational division of responsibility as set forth in this agreement.
- 3.22. "Rate Center" means the specific geographic point (the "Rating Point") and corresponding geographic area that are associated with one or more

particular NPA-NXX codes that have been assigned to a telecommunications carrier. The geographic point is identified by a specific vertical and horizontal ("V & H") coordinate that is used by U S WEST in conjunction with the V&H coordinates of other rate centers to calculate distance-sensitive rates for End User traffic.

- 3.23. "Routing Point" denotes a location that a telecommunications carrier has designated on its network as the homing (routing) point for traffic that terminates to a specific NPA-NXX designation. The Routing Point need not be the same as the Rating Point and need not be within the same Rate Center, but must be in the same LATA as the associated NPA-NXX.
- 3.24. "Serving Wire Center" or "SWC" denotes the U S WEST office from which dial tone for local exchange service will, absent special arrangements, be provided to U S WEST End Users.
- 3.25. "Tandem Office Switches" are switches that are used to connect and switch trunk circuits between and among other end office switches, "Access Tandems" are Tandem Office Switches that exchange access traffic. "Toll Tandems" are Tandem Office Switches that exchange intraLATA toll traffic.
- 3.26. "Tandem Service Area" denotes the geographic area that is serviced by a Local Tandem office switch and all end offices subtending that tandem.
- 3.27. "Tariff" as used throughout this Agreement refers to U S WEST interstate and state tariffs, price lists, price schedules, catalogs, and service agreements as listed on the website <http://tariffs.uswest.com/>.
- 3.28. "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 3.29. "Transit Traffic" is traffic that originates with a telecommunications carrier other than U S WEST that transits U S WEST's network and is delivered to the Paging Provider's POC. The sending and receiving parties are not End Users of U S WEST, the transiting tandem telecommunications carrier.
- 3.30. "Type 1 Paging Connection Service" is a one-way final route trunk group between U S WEST's end office switch and Paging Providers' POC(s). "Type 2 Paging Connection Service" is a one-way final route trunk group between U S WEST's Local and Toll Tandem switches and Paging Providers' POC(s).

Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meanings defined there.

4. RATE ELEMENTS FOR DELIVERY OF EXEMPT TRAFFIC

4.1. Paging Provider will pay U S WEST for the portion of the U S WEST facilities used to deliver Exempt Traffic as specified in Appendix A hereto.

4.2. Applicable rate elements are:

4.2.1. Channel (Network Access Channel - NAC). Connection from Paging Provider's POC to the Serving Wire Center. Non-recurring charges apply to four-wire digital channels.

4.2.2. Channel Facility (for digital service) - DS1 level. Twenty-four digital voice grade channels can be transmitted over one DS1 facility. A full DS1 is necessary for the addition of voice grade channels even if ordered in increments of less than 24. The transmission rate is 1.544 Mbps.

4.2.3. Channel Facility (for digital service) - DS3 level. Twenty-eight DS1s, including their associated digital voice grade channels, can be transmitted over one DS3 facility. When using a DS3 multiplexing level, a full DS3 is necessary for the addition of DS1s even if ordered in increments of less than 28. The facility transmission rate is 44.736 Mbps.

4.2.4. Dedicated Transport. If the Serving Wire Center is not the U S WEST end office or Local or Toll Tandem, dedicated transport extends the channels/channel facility from the end office or tandem to the Serving Wire Center. The interoffice facilities can be either analog or DS1 or DS3 digital systems.

4.2.5. Multiplexing. Multiplexing performed at the Serving Wire Center enables a DS1 NAC to be connected to a DS0 Dedicated Transport System. A DS3 system will be multiplexed down to a DS1 level in order to connect with the digital switch.

5. PAGING CONNECTION ARRANGEMENTS

5.1. Technical Requirements

Equipment Interface. It is solely the Paging Provider's responsibility to advise U S WEST of the equipment interface to be used at Paging Provider's POC. The technical requirements for the equipment interface must be selected from those specified in Appendix B. Available equipment interfaces specified in Appendix B are defined in Bellcore Reference Documents GR145-CORE & BR-795-403-100.

5.2. Cooperative Testing

During installation, integrity testing, and ongoing maintenance activities, the Parties will cooperate to ensure the integrity of the connection. U S WEST and Paging Provider will each do such maintenance testing and inspection of their own equipment as may be reasonable and necessary.

5.3. Forecasting

5.3.1 Either Party shall, at the request of the other Party, participate in joint planning sessions at quarterly intervals. The Paging Provider shall complete a POC Forecast Form – Paging Connection (POC Forecast Form(s)) attached as Appendix B, for each POC and for each different equipment interface within each POC. Although Paging Provider is required to complete a POC Forecast Form(s), such forecasts are not orders for U S WEST telecommunications services. U S WEST may use Paging Provider's forecasts and other sources of data which U S WEST independently selects and obtains to help determine the design and configuration of Paging Connection Service. Except as set for in Section 2.6.2 hereof, U S WEST is under no obligation to provide services to meet the usage forecasted by the Paging Provider in the POC Forecast Form, such information is for U S WEST's planning purposes only.

5.3.1.1. Paging Provider shall complete the first POC Forecast form(s) upon execution of this Agreement. Thereafter, Paging Provider must complete and send U S WEST updated POC Forecast Form(s) quarterly. If U S WEST does not receive an updated form with a new forecast each quarter, then U S WEST will rely on the last form received and its own current measurement of traffic over the Paging Connection Service facilities.

5.3.2 U S WEST shall, upon execution of this Agreement, provide Paging Provider with any data in its possession regarding the volume of traffic over the Paging Connection Service facilities. Thereafter, U S WEST shall on a quarterly basis send Paging Provider any updated traffic data in its possession.

5.3.3 Each Party shall submit to the other Party a description of anticipated major network projects that could affect the other Party; at a minimum, the Party will provide at least ninety (90) days' advance written notice of the nature of the changes and when the change(s) will occur. Major network projects include: shifts in anticipated traffic patterns or other activities that would result in a significant increase or decrease in traffic. These projects shall also include, but are not limited to, issues of equipment types and network capacity, usage, and location.

Paging Provider shall attach the above information to the updated POC Forecast Form(s) as appropriate.

5.4. Rate Centers

In the context of Type 2 Paging Connection Service, for purposes of compensation between the Parties and the ability of U S WEST to appropriately apply its toll tariff to its End Users, Paging Provider shall select an end office as a Rate Center for each NXX code that is within the Tandem Service Area of the Tandem Office Switch to which Paging Provider interconnects. Until such time as the assignment of less than whole NPA-NXX codes to each Rate Center is technically and economically feasible, Paging Provider shall assign whole NPA-NXX codes to each Rate Center.

5.5 Routing Points

With respect to Type 2 Paging Connection Service, Paging Provider will also designate a Routing Point for each designated NXX code. Paging Provider shall designate one of its switch locations as the Routing Point for each NXX code assigned to Paging Provider.

6. LOCAL TRANSPORT AND TERMINATION RATES

6.1. U S WEST will pay Paging Provider for the transport and termination of Compensable Traffic as set forth in Appendix A.

6.2. The following are the requirements for Paging Provider to render a bill for Compensable Traffic. A sample bill will be provided and mutually agreed upon at least thirty (30) days prior to initiating such billing. This sample bill shall also display any additional requirements agreed upon by both Parties.

6.2.1. [Left blank for numbering consistency.]

6.2.2. The Parties will exchange billing contacts and telephone numbers.

6.2.3. The invoices will include identification of the monthly bill period (from and through dates), which will be the first through the last day of the prior calendar month.

6.2.4. Paging Provider will bill U S WEST by state and by trunk group.

6.2.5. Paging Provider will assign an Invoice Number and/or Billing Account Number.

- 6.2.6 Paging Provider will provide a Remittance Document including: remittance address, Invoice Number and/or Billing Account Number, amount due and Payment Due Date (at least thirty (30) days from invoice issuance date).
- 6.2.7 The rendered bill will include a summary of charges and total amounts due.
- 6.2.8 Charges incurred during the bill period will be reflected on the next bill. Minute of use ("MOU") rates will be displayed for all charges.
- 6.2.9 Invoice will include all adjustments, credits, debits and payments.
- 6.2.10 Invoice will include all applicable taxes and surcharges. Paging Provider will calculate, bill, collect and remit applicable taxes and surcharges to the appropriate authorities.
- 6.2.11 Paging Provider's invoices to U S WEST will be provided on paper, unless a mechanized format is mutually agreed upon.
- 6.2.12 [Left blank for numbering consistency.]
- 6.2.13 Total messages will be converted to MOUs as follows: 1) the number of messages will be aggregated at the end of the billing period by trunk group, 2) the aggregated number of messages will be multiplied by the average hold time in seconds and divided by 60 (to convert to minutes) 3) the product will be multiplied by the Compensable Traffic percentage and 4) the result rounded to the nearest whole minute.
- 6.2.14 In the absence of actual hold time data, it will be assumed that average hold time per paging message is 20 seconds.
- 6.3 Billing disputes will be resolved through the Dispute Resolution provisions of this Agreement.

7. SERVICE IMPAIRMENT

- 7.1. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service."
- 7.2. If either Party causes an Impairment of Service, as set forth in this Section, the Party (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.
- 7.3. When a Party reports trouble to the other Party, and no trouble is found in the other Party's equipment, the reporting Party will be responsible for payment of service maintenance charges as specified in U S WEST's Intrastate Switched Access Tariff (cite) or state-specific pricing catalogue, as appropriate, for the period of time from when the other Party's personnel are dispatched to when the work is completed. Failure of the other Party's personnel to find trouble in its service will not result in a charge if the trouble is actually in that service, but not discovered at that time.
- 7.4. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a Trouble Reporting Control Office (TRCO) and a toll free telephone number for such service.

U S WEST's TRCO number is (800) 784-3414

Paging Provider's TRCO number is (602) 417-1830

This number shall give access to the location where facility records are normally located and where current status reports on any trouble reports are readily available.

- 7.5. Each Party shall use its best efforts to isolate a trouble condition(s) to the other Party's facilities before reporting trouble to the other Party.

8. COLLOCATION

Should the Parties desire to collocate transmission equipment, through either physical or virtual collocation, the Parties will enter into a separate collocation agreement.

9. ACCESS TO TELEPHONE NUMBERS

9.1 Number Resources Arrangements

- 9.1.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request or to the assignment of any North American Numbering Plan ("NANP") number resources including, but not limited to, central office "NXX" codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010).
- 9.1.2. If changes occur in the manner in which number resources are allocated, administered or handled by the network such that Paging Provider can be and is assigned a partial NXX code in lieu of a whole NXX code for Type 2 connection service, then all references in this Agreement to an NXX code shall be deemed to include such partial NXX code if technically feasible, to the extent appropriate under Commission (or FCC) orders, rules, or decisions.
- 9.1.3. Subject to Section 2.1.2 of this Agreement, U S WEST will assign Type 1 numbers to Paging Provider on an equitable non-discriminatory basis upon reasonable request. Blocks of 100 local numbers will be provided by U S WEST to Paging Provider as available from the NXX codes assigned to a U S WEST End Office. Charges for such numbers shall be in accordance with Schedule 1.
- 9.1.4. It shall be the responsibility of each Party to program and update its own network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The

Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

- 9.1.5. Each Party shall be responsible for notifying its End Users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPA's or new NXX codes.
- 9.1.6. Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for arranging LERG input for NXX codes assigned to its equipment. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.
- 9.1.7. Notwithstanding any provision of this Agreement to the contrary, Paging Provider reserves the right to challenge, at any time, before the Commission, or any court or agency with jurisdiction, the reasonableness or appropriateness of any U S WEST recurring or nonrecurring charge for numbers, number assignments, number maintenance, number administration and/or other number resource related charges.

10. U S WEST DEX ISSUES

U S WEST and Paging Provider agree that certain issues, such as yellow page advertising, directory distribution, access to call guide pages, yellow page listings, will be the subject of negotiations between Paging Provider and directory publishers, including U S WEST Dex. U S WEST acknowledges that Paging Provider may request U S WEST to facilitate discussions between Paging Provider and U S WEST Dex.

11. TERM OF AGREEMENT

- 11.1 Effective Dates
All terms and conditions of this Agreement, including U S WEST's obligation to pay terminating compensation specified in Section III of Appendix A, shall be effective upon the approval of this Agreement by the Commission (the "Approval Date").
- 11.2 Initial Term
The "Initial Term" of this Agreement shall expire on January 18, 2002.
- 11.3 Renewal
After the date specified in Section 11.2 above, this Agreement shall continue in force and effect until terminated by either Party's providing

written notice of termination to the other Party pursuant to the terms of this Agreement.

11.4 Termination

11.4.1 Involuntary Termination. This Agreement will terminate upon a revocation or other termination of either Party's governmental authority to provide the services contemplated by this Agreement. If the authority is temporarily suspended, delivery of traffic will cease only during the suspension if the suspended Party otherwise is and remains in full compliance under this Agreement.

11.4.2 Voluntary Termination. The Agreement may be terminated upon 160 days' advance written notice at any time after August 11, 2001. The Parties agree that any such notification of termination shall be deemed a formal request under Sections 251 and 252 of the Act for negotiation of an interconnection agreement. During the termination notice period, the Parties shall negotiate in good faith to reach a revised agreement. If no such agreement is reached, the Agreement will terminate on the 161st day after notice, unless either party has requested arbitration pursuant to Section 252(b)(1) of the Act, in which case the Agreement will continue in force and effect until a successor agreement has been approved by the Commission.

12. PAYMENT

12.1 Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice, unless disputed in good faith by either Party. Billing and collection of usage charges by either Party from its End Users shall have no bearing on the amount or timeliness of either Party's payment obligation to the other Party.

12.2 Unless otherwise specified in this Agreement, any amount due and not paid by the due date to either Party shall be subject to the late payment factor of the U S WEST Intrastate Access Service Tariffs, General Regulations for the state in which the Paging Connection Service or other service provided pursuant to this Agreement is rendered.

12.3 Should either Party dispute any portion of the monthly billing under this Agreement, that Party will notify the other Party in writing within thirty (30) days of the receipt of such billing, identifying the amount and details of such dispute. Both Parties agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Each party shall pay all billed amounts when due, provided, however, that a Party may withhold (i) up to four months worth of disputed charges (not to exceed \$100,000 in the

aggregate for all disputes should multiple disputes exist) pending resolution of such dispute, and (ii) any disputed amounts pertaining to reciprocal compensation for internet-related traffic. Should the dispute be resolved in the non-disputing Party's favor, the disputing Party shall pay the withheld amounts to the non-disputing Party within thirty days. Should the dispute be resolved in the disputing Party's favor, the non-disputing party will credit any paid disputed amounts against the disputing Party's succeeding monthly bills; provided, however, that if a credit balance remains for more than 3 months on an account, the non-disputing Party shall pay the credit balance in cash to the disputing Party. No late payment factor or charges, interest or other penalties shall apply to payments or credits made pursuant to the settlement of disputed amounts provided the payment or credit is made within 30 days following the resolution of the dispute.

- 12.4 If either Party is repeatedly delinquent in making payments, the other Party may, in its sole discretion, require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means being thirty (30) days or more delinquent in the payment of non-disputed amounts for three (3) consecutive months. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a cash deposit, a letter of credit with terms and conditions acceptable to the requesting Party in its sole discretion, or some other form of mutually acceptable security.
- 12.5 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission rules, regulations, or Tariffs. Cash deposits and accrued interest will be credited to the depositing Party's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or one full year of timely payments in full by the depositing Party. The fact that a deposit has been made does not relieve the depositing Party from any requirements of this Agreement.

13. MISCELLANEOUS TERMS

13.1. General Provisions

13.1.1. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and Emergency Preparedness Plan.

13.1.2. Each Party is solely responsible for the services it provides to its End Users and to other telecommunications carriers.

13.1.3. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

13.2. Taxes

Each Party shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such Party, except for any tax on either Party's corporate existence, status or net income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

13.3. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, labor disputes, strikes or lockouts, equipment failures due to year 2000 (Y2K) problems, power blackouts, volcanic action, other major environmental disturbances, an unforeseeable inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event").

13.4. Limitation of Liability

13.4.1. Each Party shall be liable to the other for direct damages for any loss, defect or equipment failure resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.

13.4.2 Except for indemnity obligations, each Party's liability to the other Party for any loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.

13.4.3. Except as provided in Sections 13.6.4 and 13.6.5 below, neither Party shall be liable to the other under this Agreement for indirect,

incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties knew the possibility that such damages could result.

13.4.4. Nothing contained in this Section shall limit either Party's liability to the other for willful misconduct.

13.4.5. Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in Section 13.7 of this Agreement.

13.5. Indemnity

13.5.1. With respect to third party claims, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from, against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees (collectively and individually "Claims"), whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, violation of law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action, except for Claims arising out of, resulting from, or in connection with the Indemnitee's negligence or willful misconduct.

13.5.2. The indemnification provided herein shall be conditioned upon:

13.5.2.1. The indemnified Party shall promptly notify the indemnifying Party in writing of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Party's ability to defend such Claim.

13.5.2.2. The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense. The indemnified Party shall cooperate with

the indemnifying Party at the indemnifying Party's reasonable expense.

- 13.5.2.3. In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action which is payable in any part by the indemnified Party without the prior written consent of the indemnified Party.

13.6. Intellectual Property

- 13.6.1. Paging Provider and U S WEST shall not, without the express written permission of the other, state or imply that: 1) they are connected, or in any way affiliated, with each other or the other's affiliates, 2) they are part of a joint business association or any similar arrangement with each other or the other's affiliates, 3) they or their affiliates are in any way sponsoring, endorsing or certifying each other or their goods and services, or 4) with respect to the other's advertising or promotional activities or materials, that they are in any way associated with or originated from the other or any of the other's affiliates. Nothing in this paragraph shall prevent Paging Provider and U S WEST from truthfully describing the network elements they use to provide service to their End Users.
- 13.6.2. Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Paging Provider and U S WEST may not use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property right of the other Party or its affiliates without execution of a separate agreement between the Parties.
- 13.6.3. Paging Provider and U S WEST acknowledge the value of the marks "U S WEST," "U S WEST Communications," "AirTouch Paging" and "AirTouch Communications, Inc." (the "Marks") and the goodwill associated therewith and acknowledge that such goodwill is a property right belonging to U S WEST, Inc., U S WEST, AirTouch Paging and AirTouch Communications, Inc., respectively (the "Owners"). The Parties recognize that nothing contained in this Agreement is intended as an assignment or grant to either Party of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. The Parties will do nothing inconsistent with the Owners' ownership of the Marks, and all rights, if any, that may be

acquired by use of the Marks shall inure to the benefit of the Owners. The Parties will not adopt, use (other than as authorized herein,) register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

13.6.4. As a condition to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, the Party providing access may require the other upon written notice, from time to time, to obtain a license or permission for such access or use, make all payments in connection with obtaining such permission, and providing evidence of such permission.

13.7. Warranties

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13.8 Assignment

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

13.9. Default

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may seek legal and/or regulatory relief. All

remedies provided for herein shall be cumulative. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

13.10. Disclaimer of Agency

Except for provisions herein, if any, expressly authorizing a Party to act for the other, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

13.11. Severability

Except as provided in Section 1.2 of this Agreement, the provisions of this Agreement are not severable.

13.12. Nondisclosure

13.12.1. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, customer records, Customer Proprietary Network Information (as defined by Section 222 (f)(2) of the Act and as implemented by the FCC) and market data, (i) furnished by one Party to the other Party, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

13.12.2. Upon request by the disclosing Party, the receiving Party shall either return or destroy all tangible copies of Proprietary

Information whether written, graphic or otherwise at the receiving Party's option.

13.12.3. Each Party shall endeavor to keep all of the other Party's Proprietary Information confidential using the same degree of care as the receiving Party uses for its own confidential information of similar importance and shall use the other Party's Proprietary Information only in connection with performance of this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

13.12.4. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

- 13.12.4.1. was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential; or
- 13.12.4.2. is or becomes publicly known through no wrongful act of the receiving Party; or
- 13.12.4.3. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- 13.12.4.4. is independently developed by an employee, agent, or contractor of the receiving Party without reference to the Proprietary Information; or
- 13.12.4.5. is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
- 13.12.4.6. is approved for release by written authorization of the disclosing Party; or
- 13.12.4.7. is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders, at the disclosing Party's sole expense.

13.12.5. Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

13.13. Survival

Any obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

13.14. Dispute Resolution

If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") cannot be settled through negotiation, it shall be resolved by arbitration under the then current rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted by a single neutral arbitrator familiar with the telecommunications industry and engaged in the practice of law. Such arbitrator shall not be a current or former employee, agent, contractor, officer or director of either Party or its affiliates or subsidiaries or related in any way to a current or former employee, agent, contractor, officer, or director of either Party or its affiliates. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply and the rules used shall be those for the telecommunications industry. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The prevailing Party, as determined by the arbitrator, shall be entitled to an award of reasonable attorneys' fees and costs. The arbitration shall occur at a mutually agreed upon location. Nothing in this Section shall be construed to waive or limit either Party's right to seek relief from the Commission or the FCC as provided by state or federal law.

No action, regardless of form, may be brought with respect to any dispute arising out of this Agreement, by either Party more than two (2) years after the cause of action accrues.

13.15. Controlling Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the state where service is provided hereunder. It shall be interpreted solely in accordance with the terms of the Act and the applicable state law in the state where the service is provided. Where this Agreement and an applicable Tariff are in conflict, this Agreement shall control.

13.16. Joint Work Product

This Agreement is the joint work product of the Parties, has been negotiated by the Parties and their respective counsel and shall be interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party as if they were the drafter of the Agreement.

13.17. Responsibility for Environmental Contamination

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that such Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law, except to the extent such environmental hazard arises out of, or is in connection with, the other Party's negligence or willful misconduct.

13.18. Notices

Any notices required by or concerning this Agreement shall be delivered by hand or sent via courier or certified mail to the Parties at the addresses shown below:

U S WEST Communications, Inc.
Director - Compliance
1801 California Street, Room 2410
Denver, CO 80202

AirTouch Paging
12221 Merit Drive, Suite 800
Dallas, TX 75251
Attn.: V.P. - Technical

With a copy: to:

U S WEST Law Department
Attention General Counsel
1801 California, Room 5100
Denver, CO 80202

Legal Department
AirTouch Paging
12221 Merit Drive, Suite 800
Dallas, TX 75251

Each Party shall inform the other of any changes in the above addresses.

13.19. Responsibility of Each Party

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees

assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

13.20. No Third Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

13.21. Referenced Documents

All references to Appendixes, Sections, Exhibits, and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, Paging Provider practice, U S WEST practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect on the date hereof. If there are changes to such documents, the Parties will jointly agree whether this Agreement shall include such revised version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, Paging Provider practice, U S WEST practice, or publication of industry standards (unless Paging Provider elects otherwise). Should there be any inconsistency between or among publications or standards, the Parties will jointly agree which requirement shall apply.

13.22. Publicity and Advertising

Neither Party shall publish (other than in connection with necessary approval of this Agreement by a Commission with jurisdiction) or use any advertising, sales promotions or other publicity materials that use the

other Party's logo, trademarks or service marks without the prior written approval of the other Party.

13.23. Amendment

Paging Provider and U S WEST may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement.

13.24. Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

13.25. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

13.26. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC and shall, at times, be subject to review by the Commission or the FCC. The Parties shall cooperate in a good faith effort to secure, as soon as practicable, any required regulatory approvals of this Agreement.

13.27. Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

13.28 Further Assurances

Each Party shall at any time, and from time to time, upon the written request of the other Party, execute and deliver such further documents, and do such further acts and things as the other Party may reasonably request to effect the purposes of this Agreement. The Parties shall act in good faith and consistent with the intent of the Act in the performance of their obligations under this Agreement. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement (including, without limit, the obligation of the Parties to further

negotiate the resolution of new or open issues under this Agreement)
such action shall not be unreasonably delayed, withheld or conditioned.


13.29. Section 252(i) Election

Paging Provider shall have the right under 47 U.S.C. Sections 252(i) to
elect terms and conditions from other approved agreements consistent
with 47 C.F.R. Section 51.809.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be
executed by their respective duly authorized representatives.

AIRTOUCH PAGING

U S WEST COMMUNICATIONS, INC.



Signature

Gary D. Cuccio

Name Printed/Typed

President

Title

October 18, 1999

Date

Signature

Name Printed/Typed

Title

October 18, 1999

Date

LEGAL REVIEW COMPLETE
BY: 

negotiate the resolution of new or open issues under this Agreement)
such action shall not be unreasonably delayed, withheld or conditioned.

13.29. Section 252(i) Election

Paging Provider shall have the right under 47 U.S.C. Sections 252(i) to elect terms and conditions from other approved agreements consistent with 47 C.F.R. Section 51.809.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

AIRTOUCH PAGING

Signature

Gary D. Cuccio
Name Printed/Typed

President
Title

October 18, 1999
Date

U S WEST COMMUNICATIONS, INC.

Signature

Dennis Bayers
Name Printed/Typed

Director
Title

October 18, 1999
Date

APPENDIX A

I. Traffic Percentages

- A. 78.9% of all traffic delivered by U S WEST to Paging Provider under this Agreement shall be deemed "Compensable Traffic".
- B. 21.1% of all traffic delivered by U S WEST to Paging Provider under this Agreement shall be deemed "Exempt Traffic".
- C. The Traffic Percentages will remain in effect until more reliable paging-specific data pertaining to the percentage of Exempt Traffic is available, at which time such data will be used to revise the Traffic Percentages set forth above. To the extent that means exist to produce a more accurate measurement, upon request, a Party shall reasonably cooperate to produce more reliable data. If the Parties are unable to agree on such data, such disagreement shall be resolved according to the Dispute Resolution procedures set forth in Section 13.14 of this Agreement.

II. Facilities Charges

- A. Type 1
 - (i) Between the Serving Wire Center serving Paging Provider's POC and the BDP, subject to Section 2.6.4.3.2.1, Paging Provider shall be obligated to pay at the rates described in Schedule 1 for the portion of the facilities used to deliver Exempt Traffic. The payment shall be calculated by multiplying the specified Schedule 1 rate by the percentage of traffic deemed exempt under Section 1 of this Appendix A.
 - (ii) Between the BDP and the end office where the DID numbers reside, subject to Section 2.6.4.3.2.2, Paging Provider shall be obligated to pay for 100 % of the mileage band rates only pursuant to the appropriate Tariff.
- B. Type 2
 - (i) Subject to Section 2.6.4.4.1, Paging Provider shall be obligated to pay at the rates described in Schedule 1 for the portion of the facilities used to deliver Exempt Traffic. The payment shall be calculated by multiplying the specified Schedule 1 rate by the percentage of Exempt Traffic.

III. Terminating Compensation

Terminating Compensation shall be paid by U S WEST on Compensable Traffic at the rate specified on Schedule 2.

APPENDIX A - SCHEDULE 1

TYPE 1 TELRIC RATES

ARIZONA TYPE 1 TELRIC RATES

DESCRIPTION	USOC	NON- RECURRING	RECURRING
NETWORK ACCESS CHANNEL - NAC			
Analog 2-wire Channels: 1-way in (land to mobile)	MTZ1X	\$262.04	\$30.20
Analog 4-wire Channels: 1-way in (land to mobile)	MTJ1X	\$262.04	\$72.63
4-wire Digital Channels: 1-way in (land to mobile)	M4W1X	\$78.40	N/A
DIGITAL FACILITY			
DS1 Level	MF31X	\$482.06	\$89.42
CONNECTIVITY			
Analog (Per analog channel)	CK6AX	N/A	\$18.98
DS1 Level (Per DS1 Facility)	CK61X	N/A	\$39.12
-per DS1 Activated on a DS3 Facility	CK61X	N/A	\$39.12
DIAL OUTPULSING			
Per each one-way-in (land to mobile) or two-way channel:			
-Analog 2-wire	OUPAX	\$180.85	N/A
-Analog 4-wire or Digital	OUPDX	\$180.85	N/A

DESCRIPTION	USOC	NON- RECURRING	RECURRING
MULTIPLEXING			
DS1 to DS0	MXG1X	\$289.37	\$200.07
CHANNEL PERFORMANCE			
Loop Start			
Ground Start	PM2GG	N/A	\$8.15
Loop with Reverse Battery	PM2HG	N/A	\$4.97
DEDICATED TRANSPORT			
Analog/DSO	PM2JG	N/A	\$4.06
Over 0 to 8 Miles			
Fixed:			
Per Mile	XUWH1	\$28.10	\$18.76
	JZ3HA	N/A	\$0.08
Over 8 to 25 Miles			
Fixed			
Per Mile	XUWH2	\$28.10	\$18.76
	JZ3HB	N/A	\$0.09
Over 25 to 50 Miles			
Fixed			
Per Mile	XUWH3	\$28.10	\$18.78
	JZ3HC	N/A	\$0.11
Over 50 Miles			
Fixed			
Per Mile	XUWH4	\$28.10	\$18.77
	JZ3HD	N/A	\$0.09
DS1 Level			
Over 0 to 8 Miles			
Fixed:			
Per Mile	XUWJ1	\$214.56	\$35.98
	JZ3JA	N/A	\$0.65
Over 8 to 25 Miles			
Fixed			
Per Mile	XUWJ2	\$214.56	\$35.99
	JZ3JB	N/A	\$0.94
Over 25 to 50 Miles			
Fixed			
Per Mile	XUWJ3	\$214.56	\$36.00
	JZ3JC	N/A	\$1.75
Over 50 Miles			
Fixed			
Per Mile	XUWJ4	\$214.56	\$36.00

JZ3JD

N/A

\$1.59

APPENDIX A - SCHEDULE 1
TYPE 2 TELRIC RATES

ARIZONA TYPE 2 TELRIC RATES

DESCRIPTION	USOC	NON RECURRING	MONTHLY
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CHANNEL

(Network Access Channel- NAC)

4 wire Digital (trunk side termination)

2A-1 way in (Paging)

- Initial	P4Y1X	\$46.92	N/A
- Subsequent	PG21X	\$46.92	N/A

TYPE 2B

2B-1 way in (land to mobile)

- Initial	MZW1X	\$46.92	N/A
- Subsequent	M6Y1X	\$46.92	N/A

**Trunk Routing Change,
Per Type 2 Trunk Group**

- 2A Direct Final to Alternate Final	NRB2F	\$74.10	N/A
- 2A Alternate Final to Direct Final	NRB2H	\$74.10	N/A

Channel Facility-DS1 Level	MF31X	\$256.87	\$89.42
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Channel Facility-DS3 Level	MF33X	\$256.87	\$357.16
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SCHEDULE 1 (APPENDIX A)
ARIZONA TYPE 2 TELRIC RATES

DESCRIPTION	USOC	NON RECURRING	MONTHLY
DEDICATED TRANSPORT			
DS0			
<u>over 0 to 8 Miles</u>			
-fixed	XU2T1	\$28.10	\$5.05
-per mile	JZ3TA	N/A	\$0.00
<u>over 8 to 25 Miles</u>			
-fixed	XU2T2	\$28.10	\$5.05
-per mile	JZ3TB	N/A	\$0.00
<u>over 25 to 50 Miles</u>			
-fixed	XU2T3	\$28.10	\$5.05
-per mile	JZ3TC	N/A	\$0.00
<u>over 50 Miles</u>			
-fixed	XU2T4	\$28.10	\$5.05
-per mile	JZ3TD	N/A	\$0.00
DS1 Level			
<u>over 0 to 8 Miles</u>			
-fixed	XUWJ1	\$214.56	\$35.98
-per mile	JZ3JA	N/A	\$0.65
<u>over 8 to 25 Miles</u>			
-fixed	XUWJ2	\$214.56	\$35.99
-per mile	JZ3JB	N/A	\$0.94
<u>over 25 to 50 Miles</u>			
-fixed	XUWJ3	\$214.56	\$36.00
-per mile	JZ3JC	N/A	\$1.75
<u>over 50 Miles</u>			
-fixed	XUWJ4	\$214.56	\$36.00
-per mile	JZ3JD	N/A	\$1.59

SCHEDULE 1 (APPENDIX A)
ARIZONA TYPE 2 TELRIC RATES

DESCRIPTION	USOC	NON RECURRING	MONTHLY
<hr/>			
DS3 Level			
<u>over 0 to 8 Miles</u>			
-fixed	XUWK1	\$214.56	\$243.17
-per mile	JZ3KA	N/A	\$13.32
<u>over 8 to 25 Miles</u>			
-fixed	XUWK2	\$214.56	\$246.16
-per mile	JZ3KB	N/A	\$15.90
<u>over 25 to 50 Miles</u>			
-fixed	XUWK3	\$214.56	\$250.66
-per mile	JZ3KC	N/A	\$22.91
<u>over 50 Miles</u>			
-fixed	XUWK4	\$214.56	\$249.26
-per mile	JZ3KD	N/A	\$22.49
MULTIPLEXING			
per DS1 to DS0 Multiplexer	MXG1X	\$289.37	\$200.08
per DS3 to DS1 Multiplexer	MXG3X	\$164.00	\$196.85

Schedule 2

For both Type 1 and Type 2, Terminating Compensation shall be paid, subject to Appendix A, at the U S WEST end office rate of \$0028/MOU.

APPENDIX B - TYPE 1 PAGING SERVICE- INITIAL POC FORECAST FORM

-- THIS IS NOT AN ORDER FORM --

THIS IS A THREE YEAR FORECAST PER THE PAGING TRAFFIC SECTION
OF THIS AGREEMENT

DATE PREPARED: _____ (update required quarterly)

Paging Provider's Point of Connection (POC) (one form required per POC)

____ New POC
Only

For Internal Use

____ Existing POC

Paging Provider: _____ ACNA: _____

POC Address: _____

City, State, Zip: _____

Switch CLLI Code (associated with NXX): _____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

List ALL PAGING DID Numbers associated with this POC:

Paging Provider's Equipment Requirements (check appropriate line(s))

Analog ☐ Digital ☐
Trunk Pulsing ☐ 2-wire ☐ 4-wire
☐ Multifrequency (MF) ☐ Dial Pulse (DP) ☐ Dual Tone
Multifrequency (DTMF)
Start Signaling ☐ Wink ☐ Immediate (IMM) ☐
Delayed Start
Outpulsing (4-10 digits) ☐

Network Channel Interface - Analog

Digital:

☐ Reverse Battery - 600 ohms
☐ Reverse Battery - 900 ohms
☐ Loop Start
☐ E & M Signaling - Type I
☐ E & M Signaling - Type II

Network Channel Interface -

☐ DS3
☐ DS1 AMI + SF
☐ DS1 AMI + ANSI ESF
☐ DS1 AMI + non-ANSI ESF
☐ DS1 B8ZS + SF
☐ DS1 B8ZS + ANSI ESF
☐ DS1 B8ZS + non-ANSI

ESF

APPENDIX B - TYPE 1 PAGING SERVICE- INITIAL POC FORECAST FORM

	<u>Year 1</u>	<u>Year 2</u>
Busy Season: <u>Year 3</u> _____		
Average Busy Hour Minutes of Use _____	_____	_____
Average Busy Hour Number of Messages _____		_____

For Internal Use Only:

1

Prepared by: _____ Date: _____

Title: _____ Telephone Number: _____

Please attach additional major network project information to this forecast,
per the Paging Traffic Section of the Agreement

Mail completed form to: U S WEST
Type 1 and Type 2 Paging Forecast Manger
250 Bell Plaza, Room 311
Salt Lake City, UT 84111

APPENDIX B - TYPE 1 PAGING SERVICE- QUARTERLY POC FORECAST FORM

-- THIS IS NOT AN ORDER FORM --
THIS IS A THREE YEAR FORECAST PER THE PAGING TRAFFIC SECTION
OF THIS AGREEMENT

DATE PREPARED: _____ (update required quarterly)

Paging Provider's Point of Connection (POC) (one form required per POC)

____ New POC

For Internal

Use Only

____ Existing POC

Paging Provider: _____ ACNA: _____

POC Address: _____

City, State, Zip: _____

Switch CLLI Code (associated with NXX): _____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

List ALL PAGING DID Numbers associated with this POC:

Paging Provider's Equipment Requirements (check appropriate line(s))

____ Digital _____
Analog _____
____ 2-wire _____ 4-wire
Trunk Pulsing _____
____ Multifrequency (MF) _____ Dial Pulse (DP) _____ Dual Tone
Multifrequency (DTMF)
Start Signaling _____
____ Wink _____ Immediate (IMM) _____
Delayed Start
Outpulsing (4-10 digits) _____

Network Channel Interface - Analog

Digital:

____ Reverse Battery - 600 ohms
____ Reverse Battery - 900 ohms
____ Loop Start
____ E & M Signaling - Type I
____ E & M Signaling - Type II

ESF

Network Channel Interface -

____ DS3
____ DS1 AMI + SF
____ DS1 AMI + ANSI ESF
____ DS1 AMI + non-ANSI ESF
____ DS1 B8ZS + SF
____ DS1 B8ZS + ANSI ESF
____ DS1 B8ZS + non-ANSI

APPENDIX B - TYPE 1 PAGING SERVICE- QUARTERLY POC FORECAST FORM

	<u>Year 1</u>	<u>Year 2</u>
Busy Season: <u>Year 3</u>		
Average Busy Hour Minutes of Use		
Average Busy Hour Number of Messages		

For Internal Use Only:

Prepared by: _____ Date: _____
Title: _____ Telephone Number: _____

Please attach additional major network project information to this forecast,
per the Paging Traffic Section of the Agreement

APPENDIX B - TYPE 2 PAGING SERVICE - INITIAL POC FORECAST FORM

-- THIS IS NOT AN ORDER FORM --
THIS IS A THREE YEAR FORECAST

DATE PREPARED: _____ (update required quarterly)

Paging Provider's Point of Connection (POC) (one form required per POC)

For Internal Use Only

_____ New POC
_____ Existing POC

Paging Provider: _____ ACNA: _____

POC Address: _____

City, State, Zip: _____

Switch CLLI Code (associated with NXX): _____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

List ALL PAGING NXX's associated with this POC: (Type 2 Paging Service is only available to NXXs and associated POCs located within the geographical serving area of the respective U S WEST Local and LATA/Toll Tandems)

Paging Provider's Equipment Requirements (check appropriate line(s))

Trunk Pulsing

_____ Multifrequency (MF-Wink Start)

_____ Common Channel Signaling (SS7)

_____ Digits Required (4-10 digits): _____

Network Channel Interface - Digital only

(if DS3, identify both DS3 and DS1 level):

_____ DS3

_____ DS1 AMI + SF

_____ DS1 AMI + ANSI ESF

_____ DS1 AMI + non-ANSI ESF

_____ DS1 B8ZS + SF

_____ DS1 B8ZS + ANSI ESF

_____ DS1 B8ZS + non-ANSI ESF

APPENDIX B - TYPE 2 PAGING SERVICE - INITIAL POC FORECAST FORM

Usage Forecast - EAS Traffic

Year 1 Year 2 Year 3

Busy Season: _____

Average Busy Hour Minutes of Use _____ _____ _____

Average Busy Hour Number of Messages _____ _____ _____

For Internal Use Only:
Equivalent Trunks:
Year 3

Year 1

Year 2

Usage Forecast - Toll Traffic

Year 1 Year 2 Year 3

Busy Season: _____

Average Busy Hour Minutes of Use _____ _____ _____

Average Busy Hour Number of Messages _____ _____ _____

For Internal Use Only:

Prepared by: _____

Date: _____

Title: _____

Telephone Number: _____

Please attach additional major network project information to
this forecast
Per Section 5 of the Agreement

Mail completed form to:

U S WEST

Type I and Type 2 Paging Forecast Manager
250 Bell Plaza, Room 311
Salt lake City, UT 84111

APPENDIX B - TYPE 2 PAGING SERVICE - QUARTERLY POC FORECAST
FORM

-- THIS IS NOT AN ORDER FORM --
THIS IS A THREE YEAR FORECAST

DATE PREPARED: _____ (update required quarterly)

Paging Provider's Point of Connection (POC) (one form required per POC)

For Internal Use
only

_____ New POC
_____ Existing POC

Paging Provider: _____ ACNA: _____ :

POC Address: _____

City, State, Zip: _____

Switch CLLI Code (associated with NXX): _____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

List ALL PAGING NXX's associated with this POC: (Type 2 Paging Service is only available to NXXs and associated POCs located within the geographical serving area of the respective U S WEST Local and LATA/Toll Tandems)

Paging Provider's Equipment Requirements (check appropriate line(s))

Trunk Pulsing

- ☐ Multifrequency (MF-Wink Start)
☐ Common Channel Signaling (SS7)
☐ Digits Required (4-10 digits): _____

**Network Channel Interface - Digital only
(if DS3, identify both DS3 and DS1 level):**

- | | |
|------------------------------|--------------------------------------------------|
| <input type="checkbox"/> DS3 | <input type="checkbox"/> DS1 AMI + SF |
| | <input type="checkbox"/> DS1 AMI + ANSI ESF |
| | <input type="checkbox"/> DS1 AMI + non-ANSI ESF |
| | <input type="checkbox"/> DS1 B8ZS + SF |
| | <input type="checkbox"/> DS1 B8ZS + ANSI ESF |
| | <input type="checkbox"/> DS1 B8ZS + non-ANSI ESF |

**APPENDIX B - TYPE 2 PAGING SERVICE - QUARTERLY POC FORECAST
FORM**

Usage Forecast - EAS Traffic

Year 1

Year 2

Year 3

Busy Season: _____

Average Busy Hour Minutes of Use

Average Busy Hour Number of Messages

For Internal Use Only:

Equivalent Trunks:

Year 1

Year

2

Year 3

Usage Forecast - Toll Traffic

Year 1

Year 2

Year 3

Busy Season: _____

Average Busy Hour Minutes of Use

Average Busy Hour Number of Messages

For Internal Use Only:

Prepared by: _____

Date: _____

Title: _____

Telephone Number: _____

**Please attach additional major network project
information to this forecast, per Section 5 of the
Agreement**

Mail completed form to:

U S WEST

Type 1 and Type 2 Paging Forecast Manager

250 Bell Plaza, Room 311

Salt lake City, UT 84111